

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM311602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RBS CITIZENS, N.A., AS COLLATERAL AGENT		07/22/2014	NATIONAL ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	INJURED WORKERS PHARMACY, LLC		
Street Address:	28 STATE STREET		
Internal Address:	MS1240		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3025290	IWP INJURED WORKERS PHARMACY	
Registration Number:	3351818	IWP	
Registration Number:	3947811	IWP	
Registration Number:	3980741	IWP THE PATIENT ADVOCATE PHARMACY	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(216) 586-7021		
Email:	dpuljic@jonesday.com		
Correspondent Name:	DANIEL PULJIC / JONES DAY		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	NORTH POINT		
Address Line 4:	CLEVELAND, OHIO 44114-1190		
ATTORNEY DOCKET NUMBER:	098614-640061 (1 OF 3)		
NAME OF SUBMITTER:	DANIEL PULJIC		
SIGNATURE:	/Daniel Puljic/		
DATE SIGNED:	07/23/2014		

CH \$115.00 3025290

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks, dated as of July 22, 2014 (the “Trademark Security Release”), is made by RBS Citizens, N.A., in its capacity as collateral agent (in such capacity, the “Collateral Agent”) and administrative agent (in such capacity, the “Administrative Agent”) for the lenders party to the Credit Agreement (as defined below), in favor of Injured Workers Pharmacy, LLC, a Massachusetts limited liability company (“Grantor”). Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Guarantee and Collateral Agreement (as is defined below).

WHEREAS, the Grantor, the Collateral Agent, the Administrative Agent, IWP Holdings, LLC, a Delaware limited liability company (“Holdings”) and certain lenders from time to time party thereto, entered into that certain Amended and Restated Credit Agreement, dated as of May 31, 2013 (as amended from time to time, the “Credit Agreement”).

WHEREAS, in connection with the credit facilities under the Credit Agreement, the Grantor executed that certain Guarantee and Collateral Agreement, dated as of November 4, 2011 (as in effect from time to time, the “Guarantee and Collateral Agreement”), made in favor of the Collateral Agent;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other Collateral, all of Grantor’s Intellectual Property, including any Trademarks set forth on Schedule I attached hereto (such Trademarks, collectively, the “Trademark Collateral”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor executed and delivered that certain Trademark Security Agreement, dated as of November 4, 2011 (as in effect from time to time, the “Trademark Security Agreement”), made by and between Grantor and the Collateral Agent for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on November 9, 2011 on Reel/Frame 4662/0576;

WHEREAS, the Obligations secured by the Trademark Collateral have been repaid; and

WHEREAS, the Collateral Agent therefore desires to release, terminate and discharge its security interest in and Lien on the Trademark Collateral, subject to the terms of the Credit Agreement and the Guarantee and Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent and Grantor hereby agree as follows:

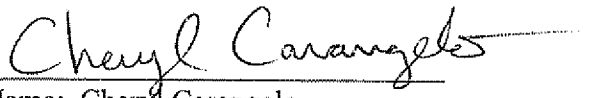
1. The Collateral Agent hereby releases, terminates and discharges the Collateral Agent’s security interest in the Trademark Collateral that was granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreement.

2. This Trademark Security Release shall be governed by, and construed under the internal laws of the State of New York, without reference to principles of conflicts of laws or choice of laws. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE PARTIES REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Signature Page Follows]

IN WITNESS WHEREOF, the party hereto has caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

RBS CITIZENS, N.A., in its capacity as
Collateral Agent

By 
Name: Cheryl Carangelo
Title: Director

[Signature Page to Trademark Security Agreement Release]

TRADEMARK
REEL: 005328 FRAME: 0319

SCHEDULE I

OWNER	REGISTRATION NUMBER	TRADEMARK
Injured Workers Pharmacy, LLC	3,025,290	IWP INJURED WORKERS PHARMACY
Injured Workers Pharmacy, LLC	3,351,818	IWP
Injured Workers Pharmacy, LLC	3,947,811	IWP
Injured Workers Pharmacy, LLC	3,980,741	IWP THE PATIENT ADVOCATE PHARMACY